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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

NORTH AMERICAN TITLE INSURANCE  
COMPANY,

Defendant.

Case No.: 2:21-cv-00415-KJD-VCF

**STIPULATION AND ORDER TO STAY  
CASE**

COMES NOW defendant North American Title Insurance Company (“North American”) and plaintiff Bank of America, N.A. (“BANA”), by and through their respective attorneys of record, which hereby agree and stipulate as follows:

**WHEREAS** This is one of over 100 title insurance coverage disputes pending before the courts within the state of Nevada following an HOA foreclosure sale. Virtually all of these actions concern the form ALTA 1992 or ALTA 2006 loan policy of title insurance, along with the CLTA 100/ATLA 9 endorsement and potentially a CLTA 115.2/ATLA 5 or CLTA 115.1/ALTA 4 endorsement;

**WHEREAS** The parties have met and conferred and believe that a stay of this action is warranted. On April 11, 2023, the Nevada Supreme Court heard oral argument in two actions

1 involving similar coverage disputes, *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada  
2 Supreme Court Case No. 83737 (“*PennyMac*”) and *Deutsche Bank Nat’l Trust Co. v. Fidelity*  
3 *Nat’l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 (“*Deutsche Bank*”). The Parties  
4 anticipate that the Nevada Supreme Court’s forthcoming decision in the Appeals may touch upon  
5 issues of interpretation of the form policy and endorsements which could potentially affect the  
6 disposition of this action, as the Appeals involve the interpretation of the same form policy and  
7 endorsements as are at issue here;

8       **WHEREAS** the Parties believe a stay in the instant action will best serve the interests of  
9 judicial economy. To that end, the Parties hereby stipulate and agree that the instant case shall be  
10 stayed pending the resolution of the *PennyMac* and *Deutsche Bank* Appeals. The Parties further  
11 agree that any of the Parties who wishes to terminate the stay shall provide notice to the Court and  
12 other parties, and shall not be required to submit a motion requesting that the stay be lifted. The  
13 stay shall automatically terminate fourteen (14) days after the party provides such notice. The  
14 currently pending dispositive motions shall be rendered moot by the entry of the instant stay,  
15 without prejudice to their refiling upon the lifting of the stay. North American shall have 30 days  
16 from the lifting of the stay in order to file its responsive pleadings.

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**NOW THEREFORE**, the parties stipulate and agree as follows, subject to the approval of the District Court:

1. This case shall be **STAYED** pending the resolution of the *PennyMac* and *Deutsche Bank* Appeals, at which point the stay shall automatically lift after fourteen (14) days;
2. All deadlines currently set in this case are hereby **VACATED**;
3. North American's Motion to Dismiss (ECF No. 28) and BANA's Countermotion for Partial Summary Judgment (ECF No. 32) are hereby **DENIED AS MOOT**, without prejudice to their refiling upon the termination of the stay
4. Any of the Parties may terminate the stay in this action by filing a notice of termination with the Parties and Court, at which point the stay shall automatically lift after fourteen (14) days. No party shall be required to submit a motion to have the stay lifted;
5. North American's responsive pleadings shall be submitted thirty (30) days after the date the stay is automatically lifted.

Dated: October 6, 2023

SINCLAIR BRAUN KARGHER LLP

By: /s/-Kevin S. Sinclair  
 KEVIN S. SINCLAIR  
 Attorneys for Defendants  
 NORTH AMERICAN TITLE INSURANCE  
 COMPANY


Dated: October 6, 2023

WRIGHT FINLEY &amp; ZAK

By: /s/-Darren T. Brenner  
 DARREN T. BRENNER  
 Attorneys for Plaintiff  
 BANK OF AMERICA, N.A.

**IT IS SO ORDERED.**

Dated this 12th day of October, 2023.

  
HON. KENT J. DAWSON  
DISTRICT COURT JUDGE